

**UNITED STATES DISTRICT COURT FOR THE  
SOUTHER DISTRICT OF FLORIDA**

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PENINSULA PETROLEUM LIMITED, INC.	:	Case No.: 1:22-CV-20712-RKA
<i>Plaintiff(s),</i>	:	<b>DECLARATION OF THE</b>
		<b>MANAGER OF CI</b>
		<b>INTERNATIONAL FUELS</b>
		<b>LLC IN SUPPORT OF</b>
		<b>MOTION FOR RELIEF FROM</b>
		<b>A DEFAULT</b>
v.	:	
CI INTERNATIONAL FUELS, LLC.,	:	
<i>Defendant(s).</i>	:	
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I, Jaime Ochoa, hereby declare as follows:

1. I have personal knowledge of the facts set forth in this Declaration, and if called as a witness, could testify competently thereto. I make this declaration in support of Defendant CI International Fuels LLC's ("CI International") Motion for Relief from a Default Under Federal Rule of Procedure 55(c).
2. I am the sole manager of the Defendant CI International.
3. I am the only person with authority to take or respond to legal action on behalf of Defendant CI International.
4. Defendant CI International is an affiliate company of CI International Fuels SAS, an entity formed under the laws of Colombia ("CI International Colombia").
5. On October 26, 2020, Defendant CI International and Plaintiff entered a Master Sale and Purchase Agreement (the "Master Agreement") for the sale/purchase of petroleum products. The Master Agreement has a "Governing Law and Arbitration" clause whereby the Master

Agreement is governed by English law and any claims and/or disputes shall be resolved and finalized in arbitration. [ECF No. 1-2].

6. On the same date, Defendant CI International and Plaintiff entered into a pledge over assets agreement to secure any debt Defendant CI International acquires under the Master Agreement (the “Pledge Agreement.”) In the Pledge Agreement the assets securing Defendant’s debt under the Mater Agreement are described as “all present and future cargoes of petroleum products that are from time to time acquired by the Grantor and storage in the Free Trade Zone pursuant to the Master Agreement . . . and all proceeds or assets derived or attributable to them thereof.” Moreover, in the Pledge Agreement “Free Trade Zone” is specifically defined as “the Santa Marta Free Zone Area.” The Pledge Agreement has an “Applicable Law and Jurisdiction” clause whereby “the [p]arties agree that [the Pledge Agreement] will be governed by the laws of Colombia and submit expressly and irrevocably to the jurisdiction of the competent judges of Colombia.” [ECF No. 1-3].
7. Also on the same date, CI International Colombia and Plaintiff entered a guarantee agreement (the “Guarantee”) whereby Defendant CI International’s liability under the “Agreements” is secured with CI International Colombia’s assets. Per the Guarantee, “‘Agreements’ means commodity agreements, commodity price swaps, commodity option transactions including agreements for the sale/purchase of oil, marine fuels or other similar physical or financial commodity transactions made by [Defendant CI International] and the [Plaintiff] (in each case as amended, varied, supplemented and novated from time to time).” The Guarantee has a Governing Law and Jurisdiction clause whereby disputes and/or claims must be brought before an arbitration tribunal in London, England. See exhibit A.

8. Defendant CI International does not have any assets, employees, premises, or any other sort of infrastructure or operations conducted in Florida or elsewhere in the United States. It operates solely in Colombia. The assets securing Defendant CI International's liability under the Master Agreement are in Colombia. The petroleum products purchased under the Master Agreement were shipped from Ireland to Santa Marta, Colombia. In turn, the product was sold in Colombia to fuel vessels docked in Santa Marta.
9. On June 17, 2021, Defendant CI International's Colombian affiliate CI International Fuels SAS, was admitted to a reorganization process in Colombia comparable to a chapter 11 process in the United States. Plaintiff is listed as a secured creditor in this process. See exhibit B.
10. On or about September 21, 2021, Defendant CI International and its Colombian affiliate entity CI International Fuels SAS received notice from Gomez-Pinzon, Plaintiff's attorneys in Colombia, of an action filed in Colombian court to foreclose on the "assets" as described in the Pledge Agreement and the Guarantee. See exhibit A.
11. On March 24, 2022, Vault sent via email a copy of the summons and complaint to Sandra Ochoa, who works as an accounting assistant for CI International, at sandramilena.ochoa@gmail.com.
12. On March 25, 2022, Ms. Sandra Ochoa forwarded to me at manager@ciinternationalfuels.com the email she got from Vault the day before. Ms. Sandra Ochoa did not otherwise alert me of the communication.

13. On April 25, 2022, Vault emailed a copy of the Clerk's Default in the instant action to Ms. Sandra Ochoa. On the same date, she forwarded it to me at [manager@ciinternationalfuels.com](mailto:manager@ciinternationalfuels.com).
14. I first became aware of the summons and complaint in the instant action on April 25, 2022. Ms. Sandra Ochoa's March 25 email went to my email's spam inbox. I did not see Ms. Sandra Ochoa's March 25 email because I do not routinely check my spam inbox. On April 25, 2022, Ms. Sandra Ochoa forwarded to me the email with the attached Clerk's Default. The April 25 email also went to my spam inbox. However, I was looking at my phone when I received the April 25 email. I noticed a popup notification of Ms. Sandra Ochoa's email, which cleared after a few seconds. Because I noticed the popup notification, I opened Ms. Sandra Ochoa's April 25 email. I noticed the April 25 email went to my spam inbox. I checked for other emails from Sandra Ochoa in my spam inbox and found the March 25 email.
15. I certify that the screen shots of [manager@ciinternationalfuels.com](mailto:manager@ciinternationalfuels.com)'s spam inbox enclosed as exhibit C, showing the March 25 and April 25 emails were delivered to [manager@ciinternationalfuels.com](mailto:manager@ciinternationalfuels.com)'s spam inbox, where taken by me on May 10, 2022, and show a the true and unaltered status of [manager@ciinternationalfuels.com](mailto:manager@ciinternationalfuels.com)'s spam inbox.
16. On April 26, 2022, I contacted Franco Law Firm to set up a meeting with attorney Fernando Franco to discuss the summons and complaint and the clerk's default. I scheduled a meeting with attorney Fernando Franco at his earliest available April 29, 2022.
17. On April 29, 2022, upon meeting with attorney Fernando Franco, I immediately hired Franco Law Firm to represent CI International in the instant action.

**SWORN TO UNDER THE PAINS AND PENALTIES OF THE LAWS OF THE UNITED STATES OF AMERICA. EXECUTED THIS Jo DAY OF MAY 2022, AT BARRANQUILLA, COLOMBIA.**

By:  \_\_\_\_\_

Jaime Ochoa



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